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8118-A



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

DAVID M. YEARWOOD
GENERAL ATTORNEY

RECORDATION NO. 8118-A
Filed 1425
JUN 28 1979 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

June 15, 1979

Mr. H. G. [unclear], Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

9-179A049
Date JUN 28 1979
Fee \$10.00
ICC Washington, D. C.

Dear Mr. Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of an Agreement of Partial Release dated as of June 15, 1979 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released and transferred to Louisville and Nashville Railroad Company three (3) 100-ton covered hopper cars bearing the Railroad's road numbers 241494, 241530 and 241570 that are subject to the Conditional Sale Agreement dated October 15, 1975 among ACF Industries Incorporated, Bethlehem Steel Corporation and Louisville and Nashville Railroad Company, which was filed and recorded with the Interstate Commerce Commission on November 13, 1975 and assigned Recordation No. 8118.

Counterparts - G. H. [unclear]

RECEIVED
JUN 28 3 22 PM '79
I.C.C.
FEE OPERATION BR.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
1666 K Street, N. W.
Washington, D. C. 20008

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachment

8118-A

RECORDATION NO. 8118-A Filed 1425

JUN 28 1979 - 3 30 PM
INTERSTATE COMMERCE COMMISSION

Counterpart No. 1
Of 4 Counterparts

THIS AGREEMENT OF PARTIAL RELEASE, dated as of June 15, 1979, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of October 15, 1975, hereinafter called the "Agreement", by and among ACF Industries Incorporated and Bethlehem Steel Corporation (herein called "Vendors"), and the Railroad, it was agreed, among other things, that the Vendors would construct, sell and deliver to Railroad and Railroad would buy from Vendors and accept delivery thereof and pay for 200 100-ton covered hopper cars constructed by ACF Industries Incorporated and 8 80-ton open top hopper cars constructed by Bethlehem Steel Corporation hereinafter called "cars" all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of October 15, 1975, hereinafter called the "Assignment", between the Vendors and Mercantile, Vendors sold, assigned, transferred and set over to Mercantile, its successors and

assigns, all the right, title and interest of Vendors under the Agreement (except certain rights excluded as set forth in Section (1) of said Assignment); and

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on November 13, 1975 and assigned Recordation No. 8118; and

WHEREAS, Article 8 of the Agreement requires, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences, for which settlement has not been made, exceeds \$100,000, the Railroad shall pay to Mercantile a sum equal to the aggregate Casualty Value of such cars; and

WHEREAS, three (3) of the 100-ton covered hopper cars subject to the Agreement and bearing the Railroad's road numbers 241494, 241530 and 241570, respectively, have suffered a Casualty Occurrence and are hereinafter referred to as "Destroyed Cars"; and

WHEREAS, the Railroad desires to obtain the release of said Destroyed Cars prior to the date settlement of the Casualty Value therefor is required in order that it may dispose of the Destroyed Cars, and Mercantile is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release said Destroyed Cars from the terms of the Agreement and the Assignment and the Railroad agrees to make settlement for the Casualty Value of the Destroyed Cars, together with such other cars subject to the Agreement which have suffered Casualty Occurrences as and when required by Article 8 of the Agreement and to continue to make payments, and interest thereon, for the Destroyed Cars until such Casualty Value payment is made.

The Railroad does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from said Agreement with respect to the Destroyed Cars.


This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and Railroad have caused this Agreement to be signed in their behalf, respectively,

and their respective corporate seals to be hereunto affixed
as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By


~~Assistant~~ Vice President

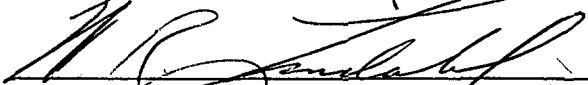
(Corporate Seal)

ATTEST:


Corporate Trust Officer


LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By


Assistant Vice President

(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
)
CITY OF BALTIMORE) SS:

On the 27th day of June, 1979, before me personally appeared R E Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Florence D. Wilber
Notary Public

My Commission expires July 1, 1982.

Notarial Seal

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On the 21st day of June, 1979, before me personally appeared W. R. Lindahl, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon W. Bowles
Notary Public

My Commission expires July 26, 1982.

Notarial Seal